

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

April 3, 1979

NO. *9-103 A01 4*
Date **APR 13 1979**
Fee \$*9.00*

Hon. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RECORDATION NO. *5928-B* Filed 1425

Re: Equipment Trust Agreement, dated as of February 1, 1971, between Morgan Guaranty Trust Company of New York, Trustee, and Union Pacific Railroad Company, as amended by a First Supplemental Agreement thereto; Recordation Nos. 5928 and 5928-A

APR 13 1979 - 10 00 AM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a Second Supplemental Agreement, dated as of March 1, 1979, between Morgan Guaranty Trust Company of New York, as Trustee, and Union Pacific Railroad Company, amending and supplementing the above captioned Equipment Trust Agreement, as previously amended.

After filing and recordation, at least four of the Counterparts should be returned to the undersigned or given to the bearer of this letter.

Also enclosed is a check payable to the order of the Interstate Commerce Commission in payment of the fee associated with the filing and recordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:ib
Enclosures

RECEIVED
APR 13 9 58 AM '79
I.C.C.
FEE OPERATION BR.

Handwritten notes:
- "Enclosed for 9 record." (vertical)
- "Give to Kube" (vertical)
- "Kendor P. Jones" (signature)

Interstate Commerce Commission
Washington, D.C. 20423

4/13/79

OFFICE OF THE SECRETARY

Kendor P. Jones
Union Pacific RR. Co.
345 Park Avenue
New York, N.Y. 10022

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 4/13/79 at 10:00am ,
and assigned recordation number(s)

5928-B, 5562-A, 5915-B

8157-C

7729-A

8277-A

6509-A

7293-A

6818-A

Sincerely Yours,


H.G. Homme, Jr.,

Secretary

Enclosure(s)

SE-30-T
(2/78)

SECOND SUPPLEMENTAL AGREEMENT,
DATED AS OF MARCH 1, 1979,
BETWEEN
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE *5928-B*
AND UNION PACIFIC RAILROAD COMPANY RECORDATION NO. *Filed 1425*

APR 13 1979 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

This SECOND SUPPLEMENTAL AGREEMENT, dated as of
March 1, 1979, between MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, a New York trust company, as Trustee (hereinafter
called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a
Utah corporation (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have hereto-
fore entered into (i) an Equipment Trust Agreement, dated as
of February 1, 1971 which was filed and recorded pursuant to
Section 20c of the Interstate Commerce Act (hereinafter called
the Act) on January 29, 1971, and assigned Recordation No. 5928,
and pursuant to which the Trustee has issued \$9,900,000 aggre-
gate principal amount of Union Pacific Equipment Trust No. 2 of
1971 Equipment Trust Certificates (hereinafter called the Trust
Certificates) and (ii) a First Supplemental Agreement, dated
as of May 1, 1972, amending such Equipment Trust Agreement,
which was filed and recorded pursuant to Section 20c of the
Act on June 1, 1972, and assigned Recordation No. 5928-A
(such Equipment Trust Agreement, as amended, being hereinafter
called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed, constituting a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of additional Equipment; and

WHEREAS, Section 8.5 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates then outstanding may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Second Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates now outstanding, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company will cause to be constructed and transferred to the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment, other than passenger cars or work equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
5	Steel sheathed bay window type cabooses, Class CA-11, International Car Company, builder, to be numbered UP 25815 to UP 25819, both inclusive	\$ 56,000	\$ 280,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after February 1, 1971.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

By


Trust Officer

[SEAL]

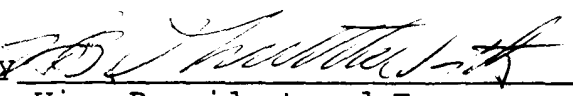
ATTEST:



Assistant Trust Officer

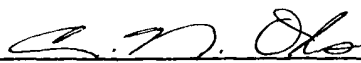
UNION PACIFIC RAILROAD COMPANY

By


Vice President and Treasurer

[SEAL]

ATTEST:



Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of *April*, 1979, before me personally appeared _____, to me known, who being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Elizabeth A. Buckley

Notary Public
ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1981

On this 29th day of *March*, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer OF UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kendall L. Jones

Notary Public

Notary Public, State of New York
Qualified in Suffolk County
Commission Expires March 30, 1980